

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIZZERIA UNO CORPORATION		07/26/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, INC., AS AGENT		
Street Address:	2450 COLORADO AVENUE		
Internal Address:	SUITE 3000 WEST		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	2229061	32 INNING ALE	
Registration Number:	1795389	BRUNO	
Registration Number:	2729828	BUFFALO BONES	
Registration Number:	2056415	CHICAGO BAR & GRILL	
Registration Number:	2185189	CHICAGO GRILL & BREWERY	
Registration Number:	1772694	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
Registration Number:	1673124	CHICAGO'S ORIGINAL DEEP DISH PIZZA	
Registration Number:	1646171	CHICKEN THUMBS	
Registration Number:	1855875	FARM STAND CHICKEN	
Registration Number:	2229049	GUST-N-GALE PORTER	
Registration Number:	2951936	IKE'S	
Registration Number:	2229050	IKE'S INDIA PALE ALE	
Registration Number:	1799788	MONEY FOR SALE	

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Registration Number:	1613333	NUMERO UNO
Registration Number:	1314885	PIZZA SKINS
Registration Number:	1143732	PIZZERIA DUE
Registration Number:	1089458	PIZZERIA UNO
Registration Number:	2179797	PIZZERIA UNO EST. 1943 CHICAGO BAR & GRILL
Registration Number:	2946476	PIZZERIA UNO CHICAGO GRILL EST. 1943
Registration Number:	2958581	PIZZERIA UNO CHICAGO GRILL
Registration Number:	2204530	PIZZERIA UNO CHICAGO GRILL & BREWERY
Registration Number:	1694684	PLIZZETTAS
Registration Number:	1639304	PRIORITY LUNCH
Registration Number:	1331089	SEA DELICO
Registration Number:	1863400	SHROOM
Registration Number:	1404309	SPINOCCOLI
Registration Number:	2229052	STATION HOUSE RED ALE
Registration Number:	1780720	SU CASA
Registration Number:	1917477	TAKERY
Registration Number:	1800755	THE GOOD BOOK
Registration Number:	2229051	TINY DINOS
Registration Number:	1757093	UNO
Registration Number:	1814299	UNO
Registration Number:	1329014	UNO
Registration Number:	1928784	UNO
Registration Number:	1615917	UNO
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZERIA
Registration Number:	2561335	UNO AMBER ALE
Registration Number:	2900824	UNO CHICAGO GRILL
Registration Number:	2953679	UNO CHICAGO GRILL EST. 1943
Registration Number:	1586246	UNO'S
Registration Number:	1978609	UNOWEAR
Registration Number:	1606604	WHAT-CHA MA-CALL-IT
Registration Number:	3252306	PATRIOT PIZZA
Registration Number:	3376478	UNO EXPRESS
Registration Number:	3102324	UNO INSIDER'S CLUB
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943
Registration Number:	3231293	UNO CHICAGO GRILL

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Registration Number:	3266120	UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1943
Registration Number:	3235209	MRS. O'LEARY'S CLAM CHOWDER
Registration Number:	3291825	UNO DEEP DISH SUNDAE
Registration Number:	3185090	THE CHI-TOWN TASTING PLATE
Registration Number:	3131485	BBQ PORK STICKS
Registration Number:	3178788	SNACK HOURS
Registration Number:	3257139	UNO CHICAGO PIZZA
Registration Number:	3263050	THE ORIGINAL UNO CHICAGO PIZZA EST. 1943
Registration Number:	3251100	BOOTLEGGER BLONDE ALE
Registration Number:	3187351	RAINBARREL ROOTBEER
Registration Number:	3580974	PIZZANALITY
Serial Number:	77132170	UNO CHICAGO GRILL EST. 1943
Serial Number:	77146093	UNO CHICAGO GRILL EST. 1943 THE ONE.
Registration Number:	3573325	UNO DUE GO
Registration Number:	3785166	UNO CHICAGO GRILL UNO MAS LOUNGE
Registration Number:	3577230	UNO CHICAGO GRILL EST. 1943
Serial Number:	77277611	UNO WOWZA SAUCE
Registration Number:	3426686	NUMERO UNO
Registration Number:	3796481	UNO TASTEFULLS
Registration Number:	3713298	PANIZZA
Serial Number:	77687226	CAFE UNO
Registration Number:	3757594	NUMERO UNO

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-680-6400
 Email: kimberley.lathrop@bingham.com
 Correspondent Name: KIMBERLEY A. LATHROP
 Address Line 1: BINGHAM MCCUTCHEN LLP
 Address Line 2: 355 SOUTH GRAND AVENUE
 Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.0000318600
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/

Date:

07/26/2010

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 26th day of July, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated July 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Uno Restaurant Holdings Corporation, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), the lenders from time to time party thereto ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated July 26, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, to the extent constituting Collateral under the Security Agreement (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. In accordance with the terms of the Security Agreement, Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under the Security Agreement, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **GOVERNING LAW.**

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5(b).**

(c) **EACH GRANTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such

counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PIZZERIA UNO CORPORATION,
a Delaware corporation

By: 

Name: Louie Psallidas

Title: Senior Vice President-Finance

Signature Page to Trademark Security Agreement

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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation,
as Agent

By: Kelly Walsh

Name: Kelly Walsh

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004247 FRAME: 0393

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
United States of America	32 INNING ALE	75/490737	5/22/1998	2229061	3/2/1999
United States of America	BRUNO (AND DESIGN)	74/303544	8/11/1992	1795389	9/28/1993
United States of America	BUFFALO BONES	76/138114	9/29/2000	2729828	6/24/2003
United States of America	CHICAGO BAR & GRILL	74/666695	4/27/1995	2056415	4/22/1997
United States of America	CHICAGO GRILL + BREWERY	75/293562	5/16/1997	2185189	8/25/1998
United States of America	CHICAGO'S ORIGINAL DEEP DISH PIZZA	74/331250	11/16/1992	1772694	5/18/1993
United States of America	CHICAGO'S ORIGINAL DEEP DISH PIZZA	74/025420	2/5/1990	1673124	1/21/1992
United States of America	CHICKEN THUMBS	74/047613	4/9/1990	1646171	5/28/1991
United States of America	FARM STAND CHICKEN	74/456103	11/10/1993	1855875	9/27/1994
United States of America	GUST-N-GALE PORTER	75/489908	5/22/1998	2229049	3/2/1999
United States of America	IKE' S	75/868236	12/8/1999	2951936	5/17/2005
United States of America	IKE'S INDIA PALE ALE	75/489919	5/22/1998	2229050	3/2/1999

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
United States of America	MONEY FOR SALE	74/305848	8/20/1992	1799788	10/19/1993
United States of America	NUMERO UNO	73/819039	8/14/1989	1613333	9/11/1990
United States of America	PIZZA SKINS	73/432035	6/27/1983	1314885	1/15/1985
United States of America	PIZZERIA DUE	73/156167	1/23/1978	1143732	12/16/1980
United States of America	PIZZERIA UNO	73/128092	5/26/1977	1089458	4/11/1978
United States of America	PIZZERIA UNO CHICAGO BAR & GRILL (AND DESIGN)	74/666696	4/27/1995	2179797	8/11/1998
United States of America	PIZZERIA UNO CHICAGO GRILL (AND DESIGN)	76/478433	12/26/2002	2946476	5/3/2005
United States of America	PIZZERIA UNO CHICAGO GRILL (AND DESIGN)	78/324137	11/6/2003	2958581	5/31/2005
United States of America	PIZZERIA UNO CHICAGO GRILL AND BREWERY	75/293561	5/16/1997	2204530	11/17/1998
United States of America	PLIZZETTAS	74/162070	4/29/1991	1694684	6/16/1992
United States of America	PRIORITY LUNCH	73/809164	6/26/1989	1639304	3/26/1991
United States of America	SEA DELICO	73/489725	2/5/1984	1331089	4/16/1985
United States of America	SHROOM	74/428185	8/24/1993	1863400	11/15/1994
United States of	SPINOCCOLI	73/578388	1/21/1986	1404309	8/5/1986

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
America					
United States of America	STATION HOUSE RED ALE	75/489924	5/22/1998	2229052	3/2/1999
United States of America	SU CASA	74/327245	11/2/1992	1780720	7/6/1993
United States of America	TAKERY	74/482304	1/24/1994	1917477	9/5/1995
United States of America	THE GOOD BOOK	74/367524	3/12/1993	1800755	10/26/1993
United States of America	TINY DINOS	75/489920	5/22/1998	2229051	3/2/1999
United States of America	UNO	74/294454	7/15/1992	1757093	3/9/1993
United States of America	UNO	74/294404	7/15/1992	1814299	12/28/1993
United States of America	UNO	73/346044	1/18/1982	1329014	4/2/1985
United States of America	UNO	74/026477	2/6/1990	1928784	10/24/1995
United States of America	UNO	73/814689	7/25/1989	1615917	10/2/1990
United States of America	UNO (AND DESIGN)	74/414074	7/19/1993	1846019	7/19/1994
United States of America	UNO AMBER ALE	76/096861	7/26/2000	2561335	4/16/2002
United States of America	UNO CHICAGO GRILL	78/261237	6/11/2003	2900824	11/2/2004
United States of America	UNO CHICAGO GRILL (AND DESIGN)	78/323009	11/4/2003	2953679	5/17/2005

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
United States of America	UNO'S	73/812617	7/14/1989	1586246	3/6/1990
United States of America	UNOWEAR	74/225217	11/25/1991	1978609	6/4/1996
United States of America	WHAT-CHA-MA-CALL-IT	74/007269	12/4/1989	1606604	7/17/1990
United States of America	PATRIOT PIZZA	78/520133	11/19/2004	3252306	6/12/2007
United States of America	UNO EXPRESS	78/633329	5/19/2005	3376478	1/29/2008
United States of America	UNO INSIDER'S CLUB (AND DESIGN)	78/648627	6/10/2005	3102324	6/6/2006
United States of America	UNO CHICAGO GRILL EST. 1943 (AND DESIGN)	78/656973	6/23/2005	3240606	5/8/2007
United States of America	UNO CHICAGO GRILL	78/658295	6/25/2005	3231293	4/17/2007
United States of America	UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1943 (AND DESIGN)	78/688895	8/9/2005	3266120	7/17/2007
United States of America	MRS. O'LEARY'S CLAM CHOWDER	78/713828	9/15/2005	3235209	4/24/2007
United States of America	UNO DEEP DISH SUNDAE	78/713840	9/15/2005	3291825	9/11/2007
United States of America	THE CHI-TOWN TASTING PLATE	78/713864	9/15/2005	3185090	12/12/2006
United States of America	BBQ PORK STICKS	78/732590	10/13/2005	3131485	8/15/2006

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
United States of America	SNACK HOURS	78/732592	10/13/2005	3178788	11/28/2006
United States of America	UNO CHICAGO PIZZA	78/776927	12/20/2005	3257139	6/26/2007
United States of America	THE ORIGINAL UNO CHICAGO PIZZA EST. 1943 (AND DESIGN)	78/780082	12/23/2005	3263050	7/10/2007
United States of America	BOOTLEGGER BLONDE ALE	78/827412	3/2/2006	3251100	6/12/2007
United States of America	RAINBARREL ROOTBEER	78/828837	3/3/2006	3187351	12/19/2006
United States of America	PIZZANALITY	77/014818	10/5/2006	3580974	2/24/2009
United States of America	UNO CHICAGO GRILL EST. 1943	77/132170	3/15/2007		
United States of America	UNO CHICAGO GRILL EST. 1943 THE ONE	77/146093	4/2/2007		
United States of America	UNO DUE GO	77/194230	5/31/2007	3573325	2/10/2009
United States of America	UNO CHICAGO GRILL UNO MAS LOUNGE	77/199373	6/6/2007	3785166	5/4/2010
United States of America	UNO CHICAGO GRILL EST. 1943	77/261363	8/22/2007	3577230	2/17/2009
United States of America	UNO WOWZA SAUCE	77/277611	9/12/2007		
United States of America	NUMERO UNO	77/294939	10/3/2007	3426686	5/13/2008
United States of America	UNO TASTEFULS	77/535652	7/31/2008	3796481	6/1/2010

<i>Country</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>
United States of America	PANIZZA	77/652817	1/20/2009	3713298	11/17/2009
United States of America	CAFÉ UNO	77/687226	3/10/2009		
United States of America	NUMERO UNO	77/818098	9/2/2009	3757594	3/9/2010